

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

A.O., et al.,

Plaintiffs,

v.

UR M. JADDOU, et al.,

Defendants.

Case No. 19-CV-06151 SVK

**(PROPOSED) FINAL ORDER AND
JUDGMENT APPROVING
SETTLEMENT AND DISMISSING THIS
ACTION WITH PREJUDICE**

Plaintiffs A.O., A.S.R., L.C., R.M., and I.Z.M. (“Plaintiffs”), individually and on behalf of their Class, as defined below, and Defendants U.S. Citizenship and Immigration Services (“USCIS”); Department of Homeland Security (“DHS”); Ur M. Jaddou, in her official capacity as Director of USCIS; Alejandro Mayorkas, in his official capacity as Secretary, DHS; and Terri Robinson, in her official capacity as Director, USCIS National Benefits Center (“Defendants”) (with Plaintiffs and Defendants collectively referred to herein as the “Parties”), determined to settle the above-captioned matter (the “Action”) on the terms and conditions set forth in the Settlement Agreement dated August 17, 2021, and all exhibits thereto (the “Settlement Agreement”), the original of which is filed with the Clerk of the Court (this settlement process is hereafter referred to as the “Settlement”).

Currently pending is an application for final approval of the Settlement pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

The Court makes the following findings:

1. On August 19, 2021, the Court entered an Order Granting Motion for Preliminary Approval of Settlement Agreement (the “Preliminary Approval Order”) and directed that notice be given to the members of the Class of the proposed Settlement and Fairness Hearing.

2. In the Preliminary Approval Order, the Court approved the form of Class Notice directed to members of the Class.

3. On August 26, 2021, the Parties distributed the Class Notice to all Class Members through the following manner: (i) Plaintiffs posted the Class Notice (in English and Spanish), including a copy of the Settlement Agreement; (ii) Plaintiffs directly contacted individuals on the Notification List, through their counsel, by email to their counsel, attaching a copy of the Class Notice (in English and Spanish) and the Settlement Agreement; (iii) Defendants posted the Class Notice (in English and Spanish), including a copy of the Settlement Agreement, on USCIS's website on the "Legal Resources, Legal Settlement Notices" and the "Special Immigrant Juveniles" sections; (iv) Plaintiffs distributed the Class Notice (in English and Spanish), including a copy of the Settlement Agreement, on relevant email/listserv mailing lists for direct service providers; and (v) Defendants emailed the Class Notice (in English and Spanish), including a copy of the Settlement Agreement, to its subscribed users). The Class Notice informed Class Members of the Settlement terms and that the Court would consider the following issues at the Fairness Hearing: (a) whether the Court should grant final approval to the Settlement; (b) whether the Court should enter final judgment dismissing the Action with prejudice; and (c) any objections by members of the Class to any of the above that were timely and properly served in accordance with the Preliminary Approval Order.

4. Following distribution of the Class Notice, no objections to the Settlement were filed with the Court or made at the Fairness Hearing.

5. In accordance with the Class Notice, the Fairness Hearing was held on November 23, 2021.

The Court, having entered the Preliminary Approval Order, having held the Fairness Hearing, having reviewed all of the evidence and other submissions presented with respect to the Settlement and related matters, and the record of all proceedings in this case, and having made the foregoing findings,

It is hereby ORDERED, ADJUDGED, AND DECREED that:

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2 1. The terms of the Settlement Agreement are incorporated into this Final Order and
3 Judgment, including the definitions and terms set forth in the Settlement Agreement.

4 2. The Class includes all individuals who meet the definition of the Class certified
5 by the Court for settlement purposes on August 19, 2021:

6 California children who have been declared dependent on a juvenile court under Section
7 300 of the California Welfare and Institutions Code and who have received or will
8 receive denials of their SIJS petitions on the grounds that the state court cannot reunify
9 them with their parents.

10 3. As set forth the in the Settlement Agreement, the settlement includes relief
11 benefiting the Class. Defendants will no longer apply the challenged policy to Class Members
12 and will adjudicate any pending Class Members' petitions in accordance with the terms of the
13 Settlement Agreement.

14 4. Notice to the members of the Class has been given in an appropriate, adequate,
15 and sufficient manner and the Class Notice was reasonably calculated to apprise interested
16 parties of the pendency of the Action, the nature of the claims, the definition of the Class, and
17 their opportunities to present objections to the Settlement. The Notice complied in all respects
18 with the requirements of the Federal Rules of Civil Procedure, the United States Constitution
19 (including the Due Process Clause), the rules of this Court, and any other applicable law.

20 5. Members of the Class were given the opportunity to object to the Settlement. No
21 Class Members filed any such objection.

22 6. The Court finally approves the Settlement in all respects as fair, reasonable,
23 adequate, and in the best interests of the Class pursuant to Rule 23(e). The Settlement was not a
24 product of fraud or collusion, and the Court finds it satisfies Rule 23(e) after considering: (i) the
25 complexity, expense, and likely duration of the Action; (ii) the stage of the proceedings and
26 amount of discovery completed; (iii) the factual and legal obstacles to prevailing on the merits;
27 (iv) the possible range of recovery; (v) the respective opinions of the Parties, including Plaintiffs,

1 Class Counsel, Defendants, and Defendants' counsel; and (vi) any objections submitted by
2 members of the Class.

3 7. The terms of the Settlement Agreement, including all exhibits to the Settlement
4 Agreement and to this Final Order and Judgment, shall be forever binding on the Class.

5 8. Neither the Settlement, this Final Order and Judgment, any papers related to the
6 Settlement, nor the fact of Settlement shall be used as a finding or conclusion of the Court, or an
7 admission by Defendants, of any fault, wrongdoing, or liability whatsoever.

8 9. The Parties shall carry out all the terms of the Settlement, including providing an
9 "Updated Notice" to all individuals on the Class List pursuant to the terms of the Settlement
10 Agreement.

11 10. Defendants shall have no liability or responsibility for any payments, fees, or
12 costs under this Final Order and Judgment or the Settlement aside from any fees and costs
13 awarded to Class Counsel.

14 11. The Parties, through their counsel, having engaged in arms-length settlement
15 negotiations, have reached a Fees and Costs Settlement Agreement for \$242,000 in attorneys' fees
16 and \$7,500 in class notice administration costs, to be awarded to Class Counsel, which settlement is
17 fair, reasonable, adequate, and equitable, and is in both Defendants' and Plaintiffs' best interests.

18 12. Plaintiffs and the Class Members shall, by operation of this Final Approval Order
19 and Judgment, be deemed to have waived the provisions, rights, and benefits of California Civil
20 Code section 1542, and any similar law of any state or territory of the United States or principle
21 of common law. Class Members shall retain the right to challenge the individual adjudication of
22 their SIJ Petitions.

23 13. Nothing in this Final Order and Judgment or the Settlement Agreement shall
24 preclude any action to enforce the terms of the Settlement as laid out in the Settlement
25 Agreement Section X.

26 14. Without affecting the finality of this Final Order and Judgment in any way, this
27 Court will retain exclusive continuing jurisdiction over all Parties and Class Members with
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1 regard to implementation of the Settlement Agreement and enforcement and administration of
2 the Settlement Agreement, including the release and fees provisions thereof, in accordance with
3 the terms in the Settlement Agreement Section X. The Court may order any appropriate legal or
4 equitable remedy necessary to enforce the terms of this Judgment and/or the Settlement.

5 15. The Action is dismissed with prejudice (except as otherwise provided herein).

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7 This is a final and appealable judgment. The Clerk shall close the file.

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9 **IT IS SO ORDERED.**

10 DATED: _____, 2021.

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HON. SUSAN VAN KEULEN

13 United States Magistrate Judge
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